

NNK16545403R

REV. 1

**THE ACADEMY OF
PROGRAM/PROJECT & ENGINEERING
LEADERSHIP SUPPORT SERVICES
(APPELSS)**

Sections A – M

| | | | | | |
|---|--|--|----------------------------|---|-------------------------------|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) → | | RATING N/A | PAGE OF PAGES Ref Block 11 |
| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER NNK16545403R | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED 12/17/15 | 6. REQUISITION/PURCHASE NO. 4200545403 | |
| 7. ISSUED BY National Aeronautics and Space Administration Procurement Office, Code OP-OS John F. Kennedy Space Center, FL 32899 | | 8. ADDRESS OFFER TO (If other than Item 7) NASA/KSC Central Industry Assistance Office (CIAO) Bldg N6-1009, 7110 N. Courtenay Parkway (SR 3) John F. Kennedy Space Center, FL 32899 | | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. See Section L

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | | | | |
|-----------------------------------|---------------------------|---------------------------------|--------------------|------|--|
| 10. FOR INFORMATION → CALL: | A. NAME Louis Patalano | B. TELEPHONE (NO COLLECT CALLS) | | | C. E-MAIL ADDRESS louis.f.patalano@nasa.gov |
| | | AREA CODE (321) | NUMBER 867-2252 | EXT. | |

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|---|--|--------------------|--|-----------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) → | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | CALENDAR DAYS % |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| 15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. | <input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE | | 17. SIGNATURE | 18. OFFER DATE |

AWARD (To be completed by Government)

| | | | |
|--|------------|--|----------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION | |
| 22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) → | |
| 24. ADMINISTERED BY (If other than Item 7) | CODE | 25. PAYMENT WILL BE MADE BY | CODE |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 28. AWARD DATE |

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Prescribed by GSA - FAR (48 CFR) 53.214 (c)

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Services to be Furnished

The contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the requirements of J-01, Statement of Work (SOW).

The scope of work shall consist of the following Contract Line Item Numbers (CLIN):

| CLIN | Type | Description |
|------|--------|---------------|
| 000 | FFP | Phase-In |
| 001 | FFP | Labor - APPEL |
| 002 | Cost * | ODC - APPEL |
| 003 | FFP | Labor - CKO |
| 004 | Cost * | ODC - CKO |

* This line item may be unilaterally changed by the Government to reflect current Government requirements.

* The costs under this CLIN are exclusive of G&A, fee, or any other markup.

(End of clause)

B.2 Contract Value

| CLIN | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
|---------------------|------------------------|------------------------|------------------------|------------------------|------------------------|-------|
| | 10/01/15 - 09/30/16 | 10/01/16 - 09/30/17 | 10/01/17 - 09/30/18 | 10/01/18 - 09/30/19 | 10/01/19 - 09/30/20 | |
| 000 (Phase-In) | TBD | | | | | TBD |
| 001 (Labor - APPEL) | TBD | TBD | TBD | TBD | TBD | TBD |
| 002 (ODC - APPEL) | TBD | TBD | TBD | TBD | TBD | TBD |
| 003 (Labor - CKO) | TBD | TBD | TBD | TBD | TBD | TBD |
| 004 (ODC - CKO) | TBD | TBD | TBD | TBD | TBD | TBD |
| | | | | | | TBD |

(End of clause)

[END OF SECTION]

SECTION C

DESCRIPTION/ SPECIFICATION/ WORK STATEMENT

C.1 Scope of Work

The contractor shall provide all personnel, materials, equipment, and facilities (except as otherwise provided for in this contract) necessary to perform those functions set forth in attachment J-01, Statement of Work (SOW).

(End of Clause)

C.2 Data Requirements List (DRL)

The contractor shall furnish all data identified and described in attachment J-02, Data Requirements List, and all costs associated therewith are included in the price of the contract.

The Government reserves the right to delay the date of delivery of any or all DRDs specified in the DRL and such right may be exercised at no increase in the contract price. The Government also reserves the right to terminate the requirement for any or all DRDs specified in the DRL. In the event the Government exercises this latter right, the contract price shall be decreased in accordance with the Changes Clause.

To the extent that data required to be delivered under a DRL/DRD is also required to be delivered under another clause of the contract, the requirements established by both the DRL/DRD and such other contract clause shall apply. In the event of a conflict between the data requirements of the DRL/DRD and another contract clause, the contract clause shall take precedence. In the event of a conflict between the data requirements of the DRL/DRD and the Statement of Work (SOW), the SOW shall take precedence.

Nothing contained in this DRL clause shall relieve the contractor from delivering data that is not identified and described in the DRL/DRD but required under another clause of the contract.

Each DRD report will be submitted in its native format and include the information described in attachment J-02, Data Requirements List.

(End of clause)

[END OF SECTION]

SECTION D

PACKING AND MARKING

D.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses:
<http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract clauses pertinent to this section are hereby incorporated by reference:

| CLAUSE | DATE | TITLE |
|-------------|----------|---|
| 1852.211-70 | SEP 2005 | Packaging, Handling, and Transportation |

(End of clause)

[END OF SECTION]

SECTION E
INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses:
<http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract clauses pertinent to this section are hereby incorporated by reference:

| CLAUSE | DATE | TITLE |
|-----------|----------|---|
| 52.246-3 | MAY 2001 | Inspection of Supplies - Cost-Reimbursement (CLIN 002 & 004) |
| 52.246-4 | AUG 1996 | Inspection of Services - Fixed Price (CLIN 001 & 003) |
| 52.246-16 | APR 1984 | Responsibility for Supplies (CLIN 002 & 004) |

(End of clause)

[END OF SECTION]

SECTION F
DELIVERIES OR PERFORMANCE

F.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses:
<http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract clauses pertinent to this section are hereby incorporated by reference:

| CLAUSE | DATE | TITLE |
|-----------|----------|--------------------|
| 52.242-15 | AUG 1989 | Stop-Work Order |
| 52.247-34 | NOV 1991 | F.O.B. Destination |

(End of clause)

F.2 Period of Performance - Services

The period of performance of this contract is from May 1, 2016 through April 30, 2017.

There are four option periods available, which if exercised, extends the period of performance as follows:

Option 1: May 1, 2017 through April 30, 2018

Option 2: May 1, 2018 through April 30, 2019

Option 3: May 1, 2019 through April 30, 2020

Option 4: May 1, 2020 through April 30, 2021

(End of clause)

F.3 Place of Performance - Services

The services to be performed under this contract shall be performed at the contractor's facility located in **TBD**.

(End of clause)

[END OF SECTION]

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses:
<http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract clauses pertinent to this section are hereby incorporated by reference:

| CLAUSE | DATE | TITLE |
|-------------|----------|---------------------|
| 1852.242-70 | SEP 1993 | Technical Direction |

(End of clause)

G.2 Submission of Invoices for Fixed-Price Services

Invoices shall be submitted concurrently and on a monthly basis to the NASA Shared Services Center (NSSC) and the Contracting Officer; the invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information as applicable: contract and task order number, item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals.

(a) Travel - All travel shall be pre-approved by the CO and will be allocated to the contract based on actual airfare and per diem rates per the most current official CONUS Per Diem Rates, located at www.gsa.gov/travelpolicy. All requests for travel shall be in accordance with this clause.

Costs relating to approved travel will be charged directly to individual task orders under this contract. Vouchers may be submitted upon completion of individual trips and shall be prepared and submitted as part of the Submission of Invoices for Fixed-Priced

Services. The invoices shall include copies of receipts for airfare, lodging, car rental, and other related expenses. Costs for trips will be limited as follows:

- 1) Maximum allowable costs for lodging, meals and incidental expenses are limited to current Government-established per diem rates.
- 2) Maximum allowable cost for use of privately owned vehicles shall be restricted to the Federal Travel Regulation (FTR).
- 3) Allowable air travel expenses are limited to standard coach fare except as provided under the FTR.
- 4) Allowable automobile rental cost in accordance with the FTR.
- 5) Per diem paid on travel days are $\frac{3}{4}$ per diem. The time actually spent in travel is not considered.
- 6) No profit shall be applied to the costs of trips.

(b) Materials, Equipment and Other Non-labor Costs - As applicable, include separate cost estimates for materials, equipment and other miscellaneous non-labor costs that are required for performance of the task order. All non-labor costs that are proposed must be allowable and allocable in accordance with the Generally Accepted Accounting Principles (GAAP), FAR, NASA FAR Supplement, and any other applicable NASA procurement policy documents. The contractor shall include back-up information with their estimate that provides rationale for their proposed cost estimates for materials and other non-labor costs. No profit shall be applied to the cost of materials, equipment or other non-labor costs.

Official invoices shall be mailed to the NSSC as indicated below:

NASA/ Shared Services Center NSSC
Financial Management Division (FMD) Accounts Payables
Bldg. 1111, C. Road
Stennis Space Center, MS 39529-6000
e-mail: NSSC-AccountsPayable@nasa.gov

A concurrent copy of the invoice shall be submitted to the Contracting Officer indicated below:

NASA Kennedy Space Center
Attn: Louis Frederick Patalano III, Contracting Officer, OP-OS
Kennedy Space Center, FL 32899
Email: louis.f.patalano@nasa.gov

(End of clause)

[END OF SECTION]

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses:
<http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract clauses pertinent to this section are hereby incorporated by reference:

| CLAUSE | DATE | TITLE |
|-------------|----------|--|
| 1852.208-81 | NOV 2004 | Restrictions on Printing and Duplicating |
| 1852.223-75 | FEB 2002 | Major Breach of Safety or Security |
| 1852.225-70 | FEB 2000 | Export Licenses |

(End of clause)

(a) Of the total price of items through **TBD**, the sum of **TBD** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

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(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until .

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract

performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

H.3 1852.235-71 Key Personnel and Facilities (MAR 1989)

(a) The personnel identified in Figure H.2, List of Key Personnel, below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel (shown below) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Figure H.3: List of Key Personnel

| Labor Category | Employee Name |
|-----------------|---------------|
| Project Manger | TBD |
| Curriculum Lead | TBD |
| CKO Lead | TBD |

(End of clause)

H.4 Expenditures Related to Formal Training for Government Employees

In hosting Knowledge Sharing Events in accordance with Attachment J-01, Statement of Work, the contractor shall comply with Government statutes and regulations limiting or restricting a federal agency's use of appropriated funds for expenditures related to formal training for government employees. Specifically, with regard to determining allowable costs: (a) Per Diem Rates: the contractor shall ensure food and lodging provided to government employees is within per diem rates set forth in the Federal Travel Regulations (41 Code of Federal Regulations (CFR), Chapters 300 through 304); (b) Food and Refreshments: in accordance with 5 U.S.C. 4109, appropriated funds may be used to pay for costs of food (meals or light refreshments) for government employees participating in formal training where the provision of food is necessary to achieve the objectives of the training program, and the following three criteria are met: (i) the meal or refreshments are incidental to the training program (the meal and refreshments are integrated into a schedule of daily events); (ii) attendance at the meal or refreshment break is necessary for full participation in the program, and (iii) the employee is not free to take the meal or break elsewhere without missing essential formal discussions, lectures or speeches concerning the purpose of the meeting, and (c) Entertainment: appropriated funds may not be used for entertainment except when specifically authorized by statute.

(End of clause)

H.5 Rights in Data

The Clause at FAR 52.227-17, Rights in Data-Special Works, shall apply to all course or event materials (including, but not limited to, course books, agendas, booklets, theme-related books, CDs, class lists and completed individual/student evaluation forms, assessments and surveys), developed or generated pursuant to the Statement of Work. The Clause at FAR 52.227-14 "Rights in Data-General" Alternate II shall apply to all contract deliverables not subject to FAR 52.227-17 as set forth above.

(End of clause)

H.6 1852.227-17 Rights in Data - Special Works

Add the following paragraph (f) to the basic clause at FAR 52.227-17:

(f) Whenever the words "establish" and "establishment" are used in this clause, with reference to a claim to copyright, they shall be construed to mean "assert" and "assertion", respectively.

(End of clause)

H.7 Document Requirements

(a) Data Requirements:

Requirements for technical or management information are imposed on the contractor through the use of Data Requirements Documents (DRDs), which are referenced in Attachment J-02, Data Requirement List. Each DRD describes, defines, and specifies the information required and lists the technical or management information to be produced and/or delivered as required by NASA to administer this contract.

(b) Contractor Data Management:

The contractor shall establish a data management system for the data called for in the Performance Work Statement. The data management system shall be capable of providing appropriate internal procedures for the control of collection, preparation, publication, quality, assessment, distribution, and maintenance of authorized data. Such control shall apply to data acquired from subcontractors by the contractor.

(c) Data Reviews:

The contractor, upon request, shall participate in periodic reviews of contract data requirements for maintaining current DRD requirements. This assistance shall include identification of additional data items and recommendations for deletions considered appropriate in consonance with requirements to be performed under this contract.

(d) Changes in Distribution:

When changes to the original distribution requirements are required by the Contracting Officer, the contractor shall act upon such changes upon receipt of an approved Request for Data or upon revision to the distribution part of the DRD.

(End of clause)

H.8 KSC 52.245-97 RECORDS MANAGEMENT (FEB 2012)

The contractor shall ensure accurate and complete records of Government business are maintained in accordance with the NASA Procedural Requirement (NPR) 1441.1, NASA

Records Retention Schedules. This includes legacy, electronic and vital records. Records of Government Business shall be segregated from company-owned records and from non-record materials, and the contractor shall provide NASA or authorized representatives access to all Government records in accordance with Federal Acquisition Regulations (FAR) Subpart 4.7. The term “records” is defined as “all books, papers, maps, photographs, machine readable materials, or other documentary materials, regardless of physical form or characteristics, made or received by an agency of the United States Government under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Government or because of the informational value of data in them. Library and museum material made or acquired and preserved solely for reference or exhibition purposes, extra copies of documents preserved only for convenience of reference and stocks of publications and of processed documents are not included.” The Government reserves the right to inspect, audit, and copy record holdings.

The contractor shall complete, submit, and maintain a Records Management Program Plan for all data/records produced as part of this contract in accordance with DRD-003.

The contractor shall submit an annual Records Management Program File Plan to the NASA KSC Records Manager in accordance with DRD-004.

At the completion or termination of this contract, or as required by the records retention schedule expiration, the contractor shall deliver Government records to the NASA KSC Records Manager in accordance with NASA Policy Directive (NPD) 1440.6 and Kennedy NASA Procedural Requirement (KNPR) 1440.6.

The contractor shall contact the Contracting Officer, in order to obtain the NASA KSC Records Manager's determination as to which records are subject to this Clause.

[END OF SECTION]

PART II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses:
<http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract clauses pertinent to this section are hereby incorporated by reference:

| CLAUSE | DATE | TITLE |
|-----------|----------|--|
| 52.202-1 | NOV 2013 | Definitions |
| 52.203-3 | APR 1984 | Gratuities |
| 52.203-5 | MAY 2014 | Covenant Against Contingent Fees |
| 52.203-6 | SEP 2006 | Restrictions on Subcontractor Sales to the Government - Alternate I (Oct 1995 |
| 52.203-7 | MAY 2014 | Anti-Kickback Procedures |
| 52.203-12 | OCT 2010 | Limitation on Payments to Influence Certain Federal Transactions |
| 52.203-13 | OCT 2015 | Contractor Code of Business Ethics and Conduct |
| 52.203-14 | OCT 2015 | Display of Hotline Poster(s) |
| 52.203-16 | DEC 2011 | Preventing Personal Conflicts of Interest |
| 52.203-17 | APR 2014 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights |

| | | |
|-----------|----------|--|
| 52.204-4 | MAY 2011 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper |
| 52.204-9 | JAN 2011 | Personal Identity Verification of Contractor Personnel |
| 52.204-10 | OCT 2015 | Reporting Executive compensation and First-Tier Subcontract Awards |
| 52.204-13 | JUL 2013 | System for Award Management Maintenance |
| 52.204-14 | JAN 2014 | Service Contract Reporting Requirements |
| 52.209-6 | OCT 2015 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment |
| 52.209-9 | JUL 2013 | Updates of Publicly Available Information Regarding Responsibility Matters |
| 52.209-10 | NOV 2015 | Prohibition on Contracting with Inverted Domestic Corporations |
| 52.219-6 | NOV 2011 | Notice of Total Small Business Aside |
| 52.219-8 | OCT 2014 | Utilization of Small Business Concerns |
| 52.219-14 | NOV 2011 | Limitations on Subcontracting |
| 52.219-16 | JAN 1999 | Liquidated Damages - Subcontracting Plan |
| 52.219-28 | JUL 2013 | Post Award Small Business Program Representation |
| 52.219-30 | JUL 2013 | Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program |
| 52.222-3 | JUN 2003 | Convict Labor |
| 52.222-17 | MAY 2014 | Nondisplacement of Qualified Workers |
| 52.222-19 | JAN 2014 | Child Labor - Cooperation with Authorities and Remedies |
| 52.222-21 | APR 2015 | Prohibition of Segregated Facilities |
| 52.222-26 | APR 2015 | Equal Opportunity |
| 52.222-37 | OCT 2015 | Employment Reports on Veterans |
| 52.222-40 | DEC 2010 | Notification of Employee Rights Under the National Labor Relations Act |

| | | |
|-----------|----------|---|
| 52.222-41 | MAY 2014 | Service Contract Labor Standards. |
| 52.222-42 | MAY 2014 | Statement of Equivalent Rates for Federal Hires |
| 52.222-43 | MAY 2014 | Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) |
| 52.222-50 | MAR 2015 | Combating Trafficking in Persons |
| 52.222-54 | OCT 2015 | Employment Eligibility Verification |
| 52.222-55 | DEC 2015 | Minimum Wages Under Executive Order 13658 |
| 52.223-18 | AUG 2011 | Encouraging Contractor Policies to Ban Text Messaging while Driving |
| 52.224-1 | APR 1984 | Privacy Act Notification |
| 52.224-2 | APR 1984 | Privacy Act |
| 52.225-1 | MAY 2014 | Buy American - Supplies |
| 52.225-13 | JUN 2008 | Restrictions on Certain Foreign Purchases |
| 52.227-14 | MAY 2014 | Rights in Data - General |
| 52.229-3 | FEB 2013 | Federal, State, and Local Taxes |
| 52.232-1 | APR 1984 | Payments |
| 52.232-18 | APR 1984 | Availability of Funds |
| 52.232-23 | MAY 2014 | Assignment of Claims |
| 52.232-33 | JUL 2013 | Payment by Electronic Funds Transfer - System for Award Management |
| 52.232-39 | JUN 2013 | Unenforceability of Unauthorized Obligations |
| 52.233-1 | MAY 2014 | Disputes |
| 52.233-3 | AUG 1996 | Protest After Award |
| 52.233-4 | OCT 2004 | Applicable Law for Breach of Contract Claim |
| 52.237-2 | APR 1984 | Protection of Government Buildings, Equipment, and Vegetation |
| 52.239-1 | AUG 1996 | Privacy or Security Safeguards |

| | | |
|-----------------|----------|---|
| 52.242-13 | JUL 1995 | Bankruptcy |
| 52.243-1 | AUG 1987 | Changes -- Fixed Price |
| 52.244-6 | DEC 2015 | Subcontracts for Commercial Items. |
| 52.246-25 | FEB 1997 | Limitation of Liability—Services |
| 52.249-4 | APR 1984 | Termination for Convenience of the Government (Services) (Short Form) |
| 52.249-8 | APR 1984 | Default (Fixed-Price Supply and Service) |
| 52.251-1 | APR 2012 | Government Supply Sources |
| 52.253-1 | JAN 1991 | Computer Generated Forms |
| 1852.204-76 | JAN 2011 | Security Requirements For Unclassified Information Technology Resources |
| 1852.215-84 | NOV 2011 | Ombudsman - Alternate I (JUN 2000) |
| 1852.219-74 | SEP 1990 | Use of Rural Area Small Businesses |
| 1852.219-76 | JUL 1997 | NASA 8 Percent Goal |
| 1852.223-72 | APR 2002 | Safety and Health (Short Form) |
| 1852.227-14 | MAY 2014 | Rights In Data--General |
| 1852.237-70 | DEC 1988 | Emergency Evacuation Procedures |
| 1852.237-72 | JUN 2005 | Access to Sensitive Information |
| 1852.237-73 | JUN 2005 | Release of Sensitive Information |
| KSC 1852.223-74 | MAR 1996 | Drug and Alcohol Free Workforce |

(End of clause)

I.2 52.219-13 Notice of Set-Aside of Orders (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

I.3 52.222-35 Equal Opportunity for Veterans (OCT 2015)

(a) *Definitions.* As used in this clause--

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

(End of Clause)

I.4 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

I.5 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The _____ *[insert name of SBA's contractor]* will notify the _____ *[insert name of contracting agency]* Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

[END OF SECTION]

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

J.1 List of Attachments

The following documents are attached hereto and made a part of this contract:

| NUMBER | TITLE | NO. OF PAGES |
|---------------|------------------------|---------------------|
| J-01 | Statement of Work | 8 |
| J-02 | Data Requirements List | 9 |
| J-03 | Wage Determination | TBD |

(End of clause)

[END OF SECTION]

PART IV - REPRESENTATIONS AND CERTIFICATIONS

SECTION K

REPRESENTATIONS AND CERTIFICATIONS

K.1 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses:
<http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract provisions pertinent to this section are hereby incorporated by reference:

| CLAUSE | DATE | TITLE |
|-----------|----------|---|
| 52.203-11 | SEP 2007 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions |
| 52.204-16 | JUL 2015 | Commercial and Government Entity Code Reporting |
| 52.204-17 | NOV 2014 | Ownership of Control of Offeror |
| 52.204-19 | DEC 2014 | Incorporation by Reference of Representations and Certifications |
| 52.209-2 | NOV 2015 | Prohibition on Contracting with Inverted Domestic Corporations - Representation |
| 52.219-1 | OCT 2014 | Small Business Program Representations - Alternate I (May 2014) |
| 52.222-38 | SEP 2010 | Compliance With Veterans' Employment Reporting Requirements |

| CLAUSE | DATE | TITLE |
|-----------|----------|---|
| 52.225-25 | OCT 2015 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certification |

(End of Provision)

K.2 52.204-8 Annual Representations and Certifications (DEC 2014)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 611430, Professional and Management Development Training.

(2) The small business size standard is \$11.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☒ (i) 52.204-17, Ownership or Control of Offeror.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
| | | | |
| | | | |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

K.3 52.209-5 Certification Regarding Responsibility Matters (OCT 2015)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local)

contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to

the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this

provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K.4 52.209-7 Information Regarding Responsibility Matters (JUL 2013)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

K.5 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)

The offeror represents that --

(a) It * has, * has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.6 52.222-25 Affirmative Action Compliance (APR 1984)

The offeror represents that --

(a) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K.7 52.225-2 Buy American Certificate (MAY 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(b) Foreign End Products:

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| | |

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

[END OF SECTION]

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses:
<http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract provisions pertinent to this section are hereby incorporated by reference:

| CLAUSE | DATE | TITLE |
|-----------|----------|---|
| 52.204-7 | JUL 2013 | System for Award Management |
| 52.204-18 | JUL 2015 | Commercial and Government Entity Code Maintenance |
| 52.214-34 | APR 1991 | Submission of Offers in the English Language |
| 52.214-35 | APR 1991 | Submission of Offers in U.S. Currency |
| 52.215-1 | JAN 2004 | Instructions to Offerors - Competitive Acquisition |
| 52.222-46 | FEB 1993 | Evaluation of Compensation for Professional Employees |
| 52.237-10 | MAR 2015 | Identification of Uncompensated Overtime |

(End of Provision)

L.2 FAR 52.216-1 Type of Contract Type of Contract (Apr 1984)

The Government contemplates award of Firm-Fixed Price (FFP) Contract resulting from this solicitation.

(End of Provision)

L.3 FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NASA/John F. Kennedy Space Center

Attn: Louis Frederick Patalano III

Mail Code: OP-OS

Kennedy Space Center, FL 32899

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.4 1852.215-81 Proposal Page Limitations (FEB 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

| | |
|------------------|-----|
| Technical | 17 |
| Past Performance | 3 |
| Price | N/A |

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) Title pages, resumes and tables of contents are excluded from the page counts specified in paragraph (a) of this provision; however, resumes are restricted to one (1) page each. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be

evaluated by the Government and will be returned to the offeror.
(End of provision)

L.5 NFS 1852.233-70 Protest to NASA (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.6 KSC 52.214-90 Delivery Instructions for Bids/Proposals (AUG 2005)

The offeror shall submit the following hardcopies (paper) of the proposal by 10:00AM EST January 20, 2016:

- Four (4) hardcopies (paper) of Volume 1, Technical
- Two (2) hardcopies (paper) of Volume 2, Past Performance
- Two (2) hardcopies (paper) of Volume 3, Price
- One (1) hardcopy (paper) of Volume 4: Representations and Certifications

(a) Delivery Address:

All offers (bids or proposals) shall be delivered to the Central Industry Assistance Office (CIAO), 7110 N. Courtenay Parkway, Merritt Island, FL, 32953. The CIAO is located on State Road 3, approximately 2 miles south of Gate 2 to KSC and be made to the attention of Louis Frederick Patalano III, Contracting Officer, OP-OS. Access to KSC is not required.

(b) Hand-Delivered Offers:

Offerors are responsible for assuring that hand-carried bids are either received by NASA Government employees at the CIAO or dropped in the CIAO mail box located outside of the building. In addition, proposal package labels shall contain the solicitation number, the name and address of the offeror, and be made to the attention of Louis Frederick Patalano III, Contracting Officer, OP-OS.

(c) Late Delivery of Offers/Bids

Late offers/bids will be processed in accordance with FAR 52.214-7, Late Submissions, Modifications and Withdrawals of Bids, FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, FAR 52.212-1 Instructions to Offerors - Commercial Items, or

FAR 52.214-23, Late Submissions, Modifications, and Withdrawals of Technical Proposals under Two Step Sealed Bidding, included in this solicitation.

(End of Provision)

L.7 Submission of Questions

Questions regarding this request for proposals must be submitted via email to the following address, on or before 10:00AM EST January 04, 2016, with the request for proposals number identified in the subject line: NNK16545403R
<louis.f.patalano@nasa.gov>.

(End of provision)

L.8 Administrative Information

(a) The offeror shall provide the following information in the submission of the proposal: company name, street address, phone number, Data Universal Numbering System number, CAGE code, and business classification size.

(1) The North American Industry Classification System code for this acquisition is 611430, Professional and Management Development Training.

(2) The small business size standard is \$11.0 million

(b) The offeror shall provide contact information (name, phone, FAX, email) of individuals that will serve as the offeror's primary and secondary points of contact for ordering services and the discussion and resolution of all problems involving the BPA and resultant task orders.

(End of provision)

L.9 Preparation of Offer

The offeror's response to this request shall consist of three main parts:

Technical; Past Performance and; Price.

(a) The Technical package shall address the following significant sub-factors, listed in order of importance, and is limited to a total seventeen (17) pages:

(1) The Management Approach, which shall include the following, and is limited

to six (6) pages:

- The offeror shall provide an organizational chart depicting the proposed organizational structure, including any associations with corporate or division organizations, subcontractors and partners.
- The offeror shall provide a detailed staffing approach that describes the proposed skill-mix, qualifications and number of employees required to meet the requirements of the Statement of Work, Attachment J-01, and the proposed strategy and processes for recruiting, selecting, training and retaining fully qualified personnel. The offeror shall indicate the proposed incumbent capture rate as a percentage of the total workforce, the justification of this rate and the methods proposed to recruit and hire the incumbents proposed. The offeror shall also describe the plan to recruit the remainder of the required workforce, and identify, as a percentage of the total workforce, the degree to which initial staffing will be obtained from outside recruitment. The majority of staff proposed shall be located within the proximity of Washington, DC, in order to support the requirements of the Statement of Work, Attachment J-01. The realism of the proposed labor categories and their fully burdened labor rates (proposed in Table L-02, Fully Burdened Labor Rates) will be evaluated by comparison to the Independent Government Estimate, historical billing rates for the incumbents, comparison to catalog or market pricing (including contemporaneous proposals), or a combination thereof. Lack of realism will reduce the Government's confidence in the contractor's ability to successfully perform the requirements of the Statement of Work, Attachment J-01.
- The offeror shall identify the organizational and geographical location of all proposed labor categories and provide a detailed description of the internal and external lines of communication and authority. The offeror shall describe the communication channels, reporting relationships, and responsibilities of all organizational elements internally and between remote (non KSC) contractor locations and NASA personnel.
- The offeror shall provide resumes and letters of commitment for key personnel positions, identified by Article H.3, Figure H.3, List of Key Personnel, which are included in the proposed staffing approach to be filled by a specific/named person.

(2) The Requirements Approach, which shall include the following, and is limited to ten (10) pages:

- A detailed description of the offeror's methodology, processes, procedures, and tools required to accomplish the requirements of the Statement of Work, Attachment J-01, addressing each area in

Section 2.1 and 2.3.

(3) The Phase-in Plan, which shall include the following, and is limited to one (1) page:

- The offeror shall describe the overall strategy, approach and time period for ensuring a smooth and seamless transition of personnel for effective and efficient operations without any disruption in services. The offeror's phase-in plan shall include a schedule and the phase-in time required for badging requirements and background checks as indicated in Security Controls (located in the Terms & Conditions of this solicitation), training of personnel, and any other issues deemed critical to a successful transfer from the current contract to this follow on effort.

(b) The Past Performance package shall include the following and is limited to three (3) pages:

- A brief narrative on the offeror's and any proposed subcontractors or partner's recent and relevant experience related to the tasks listed in the Statement of Work, Attachment J-01.
- Information of the comparable work to the effort required within the past three years, which identifies the company's customer, customer's POC contract information, performance period, dollar amount, contract type, contact information and a short description of the project/effort.

(c) The Price package shall include the following:

- The offeror shall ensure that the price proposal is consistent with the technical proposal in all respects since the price proposal may be used as an aid to determine the offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding.
- The offeror shall complete the following tables below: Table L-01, Overall Price; Table L-02, Fully Burdened Labor Rates; and, Table L-03, Labor Rates - Pricing Breakout.
- For price evaluation purposes only, the Government will only evaluate the Total Price Proposed from Table L-01, Overall Price.

Table L-01: Overall Price

| CLIN | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
|-----------------------|------------------------|------------------------|------------------------|------------------------|------------------------|-------|
| | 10/01/15 - 09/30/16 | 10/01/16 - 09/30/17 | 10/01/17 - 09/30/18 | 10/01/18 - 09/30/19 | 10/01/19 - 09/30/20 | |
| 000 (Phase-In) | | | | | | |
| 001 (Labor - APPEL) | | | | | | |
| 002 (ODC - APPEL) | | | | | | |
| 003 (Labor - CKO) | | | | | | |
| 004 (ODC - CKO) | | | | | | |
| Total Price Proposed: | | | | | | |

Table L-02: Fully Burdened Labor Rates

| LABOR CATEGORY | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|----------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| | 10/01/15 - 09/30/16 | 10/01/16 - 09/30/17 | 10/01/17 - 09/30/18 | 10/01/18 - 09/30/19 | 10/01/19 - 09/30/20 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |

Table L-03: Labor Rates - Pricing Breakout

| LABOR CATEGORY | PRICING BREAKOUT | | | | | TOTAL |
|----------------|------------------|------------|--------|---------|------------|-------|
| | DIRECT (%) | FRINGE (%) | OH (%) | G&A (%) | PROFIT (%) | |
| | | | | | | 100% |
| | | | | | | 100% |
| | | | | | | 100% |
| | | | | | | 100% |
| | | | | | | 100% |
| | | | | | | 100% |

- The proposed rates, for service contract positions, shall be in compliance with the most prevailing wage determination for the respective contractor location(s). The contractor shall include a copy of the most prevailing wage determination with their pricing proposal, for their proposed service contract positions, at their respective proposed contractor location(s). Offerors may obtain the most prevailing wage determination using the WDOL website: www.wdol.gov. This wage determination will be incorporated as Attachment J-03, Wage Determination, in the contract.

(End of Provision)

[END OF SECTION]

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses:
<http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract provisions pertinent to this section are hereby incorporated by reference:

| CLAUSE | DATE | TITLE |
|----------|----------|-----------------------|
| 52.217-5 | JUL 1990 | Evaluation Of Options |

(End of provision)

M.2 Evaluation of Proposals

The Government reserves the right to award on initial proposals, without discussions.

Each proposal will be evaluated on:

- (a) Technical;
- (b) Past Performance; and,
- (c) Price.

Technical is more important than Past Performance. Technical and Past Performance, when combined, are significantly more important than price.

If the Government determines that, due to unrealistically low or significantly understated labor rates, there is an unreasonably high risk of default, such determination could serve as a basis for non-selection.

(End of provision)

M.3 Technical Evaluation

The Offeror's Technical package will be evaluated on the following significant sub-factors, listed in order of importance:

(1) The Management Approach, which will be evaluated on the following:

- The Offeror's proposal will be evaluated on the organizational chart depicting the proposed organizational structure, including any associations with corporate or division organizations, subcontractors and partners.
- The Offeror's proposal will be evaluated on the detailed staffing approach that describes the proposed skill-mix, qualifications and number of employees required to meet the requirements of the Statement of Work, Attachment J-01, and the proposed strategy and processes for recruiting, selecting, training and retaining fully qualified personnel. The Offeror's proposal will be evaluated on the proposed incumbent capture rate as a percentage of the total workforce, the justification of this rate and the methods proposed to recruit and hire the incumbents proposed. The Offeror's proposal will be evaluated on the plan to recruit the remainder of the required workforce, and identify, as a percentage of the total workforce, the degree to which initial staffing will be obtained from outside recruitment. The majority of staff proposed shall be located within the proximity of Washington, DC, in order to support the requirements of the Statement of Work, Attachment J-01. The realism of the proposed labor categories and their fully burdened labor rates (proposed in Table L-02, Fully Burdened Labor Rates) will be evaluated by comparison to the Independent Government Estimate, historical billing rates for the incumbents, comparison to catalog or market pricing (including contemporaneous proposals), or a combination thereof. Lack of realism will reduce the Government's confidence in the contractor's ability to successfully perform the requirements of the Statement of Work, Attachment J-01.
- The Offeror's proposal will be evaluated on the organizational and geographical location of all proposed labor categories and provide a detailed description of the internal and external lines of communication

and authority. The offeror shall describe the communication channels, reporting relationships, and responsibilities of all organizational elements internally and between remote (non KSC) contractor locations and NASA personnel.

- The Offeror's proposal will be evaluated on the resumes and letters of commitment for key personnel positions, identified by Article H.3, Figure H.3, List of Key Personnel, which are included in the proposed staffing approach to be filled by a specific/named person.

(2) The Requirements Approach, which will be evaluated on the following:

- The Offeror's proposal will be evaluated on the detailed description of the offeror's methodology, processes, procedures, and tools required to accomplish the requirements of the Statement of Work, Attachment J-01, addressing each area in Section 2.1 and 2.3.

(3) The Phase-in plan, which will be evaluated on the following:

- The Offeror's proposal will be evaluated on the overall strategy, approach and time period for ensuring a smooth and seamless transition of personnel for effective and efficient operations without any disruption in services. The Offeror's proposal will be evaluated on the schedule and phase-in time required for badging requirements and background checks as indicated in Security Controls (located in the Terms & Conditions of this solicitation), training of personnel, and any other issues deemed critical to a successful transfer from the current contract to this follow on effort.

(End of provision)

M.4 Past Performance Evaluation

The Offeror's Past Performance will be evaluated on the following:

- The narrative on the offeror's and any proposed subcontractors or partner's recent and relevant experience related to the tasks listed in the Statement of Work, Attachment J-01.
- Information of the comparable work to the effort required within the past three years, which identifies the company's customer, customer's POC contract information, performance period, dollar amount, contract type, contact information and a short description of the project/effort.

In accordance with, NFS 1815.305, Proposal Evaluation, the past performance factor shall be evaluated for each offeror using the following levels of confidence ratings:

- **Very High Level of Confidence:**
The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist.)
- **High Level of Confidence:**
The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)
- **Moderate Level of Confidence:**
The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)
- **Low Level of Confidence:**
The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)
- **Very Low Level of Confidence:**
The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected

overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)

- Neutral:
In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

The evaluation may be limited to specific areas of past performance considered most germane for the instant acquisition. It may include any or all of the items listed in FAR 42.1501, and/or any other aspects of past performance considered pertinent to the solicitation requirements or challenges. Regardless of the areas of past performance selected for evaluation, the same areas shall be evaluated for all offerors.

Interviews may be used to solicit assessments of the offeror's performance, as either a prime or subcontractor, from the offeror's previous customers.

(End of provision)

M.5 Price Evaluation

The price factor shall be evaluated based only on the Total Price Proposed from Table L-01, Overall Price.

(End of provision)

[END OF SECTION]

NNK16545403R

**THE ACADEMY OF
PROGRAM/PROJECT & ENGINEERING
LEADERSHIP SUPPORT SERVICES
(APPELSS)**

Statement of Work (SOW)

Attachment J-01

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1.0 Background

The National Aeronautics and Space Administration (NASA), Office of the Chief Engineer (OCE) assures that the Agency's development efforts and mission operations are being planned and conducted on a sound engineering basis with proper controls and management of technical risks. The Chief Engineer serves as the principal advisor to the NASA Administrator on the technical readiness, review, and execution of NASA programs and projects. The office provides policy direction, oversight, and assessment for the engineering and program management communities.

The [Academy of Program/Project & Engineering Leadership \(APPEL\)](#) is NASA's internal resource for project management and systems engineering training. APPEL supports NASA's mission by promoting learning for program/project managers and systems engineers. Through its wide range of courses, resources, and development initiatives, it enhances and refines critical job skills, offers hands-on learning experiences, and supplements formal educational programs. In addition, the Academy creates opportunities for project management collaboration through research and exchange with universities, government agencies, professional associations, and industry partners.

APPEL is located within NASA's OCE and is responsible for developing NASA's technical workforce. APPEL promotes individual and team learning through the following business lines: curriculum development, hands-on development, and communications.

- **Curriculum Development:** Coursework in program/project management and systems engineering lies at the heart of APPEL's approach to building program/project, engineering, and systems engineering capability at NASA. The courses are designed using project management and systems engineering competency models and focus on what the participants will need to enhance their own capabilities, knowledge, and skills. The Academy's curriculum employs state-of-the art methodologies based on the best empirical research and the latest developments in industry. The objective is to set the standard for training and development for engineering and project management, thus advancing the mission of NASA in its service of our nation. Learn more about curriculum at <http://appel.nasa.gov/curriculum/>.
- **Hands-On Development:** Supports NASA's vision and mission demands a workforce with the ability to design, develop, and execute one-of-a-kind projects in aeronautics research, space exploration, and scientific discovery. Formal development programs and hands-on learning provide early and mid-career professionals with on-the-job learning experiences that accelerate their professional development and readiness to lead. The Academy's primary hands-on programs are the Systems Engineering Leadership Development Program, Rocket University, and Project HOPE (Hands-on Project Experience). Learn more about Hands-On Development at <http://appel.nasa.gov/developmental-programs/>.
- **Communications:** The APPEL Catalog, APPEL News Digest, case studies, social media, etc. provide online and social media to deliver critical updates, content, stories, and reports to its stakeholders. Using a "connect and learn" approach, the Academy communicates to a wide audience to connect practitioners to the people, resources, and knowledge they need in order to

learn, grow, and develop as managers and engineers. Learn more about communication products and services at www.appel.nasa.gov and www.km.nasa.gov.

APPEL has roots in the development of the program and project management workforce since the early 1990s. From the start, the foundation of our professional development has been based on NASA standards, competencies, and learning from real experiences. Today, the Academy has expanded its focus to include the entire programmatic and engineering workforce. The majority of APPEL professional development resources go directly to a vast array of courses, workshops, and forums for individual and group learning. Through this approach, APPEL strives to provide the leadership, advice, direction, and support for the development and learning of the NASA program/project management and engineering community.

The Chief Knowledge Office (CKO) was established at NASA in 2011. The purpose of the CKO is to research, develop, manage, and catalogue organizational lessons learned in project management, engineering and systems engineering.

The Chief Knowledge Officer promotes agency-wide knowledge management and services, engaging the NASA knowledge community in dialogue and sharing resources that 1) advocate the development of a network of practitioners who reflect, capture, and share knowledge, and 2) ensure that critical knowledge is available throughout the agency and beyond. Made up of centers, mission directorates, and supporting organizations, the NASA knowledge community leverages best and leading practices as well as lessons learned from expert knowledge practitioners within NASA, other government agencies, industry, academia, research and professional organizations, and international space agencies.

The CKO community engages in numerous activities designed to advance knowledge capture and sharing in service of project and mission success. These include drafting and implementing knowledge strategy as well as hosting case study presentations at multiple centers. Other collaborative and knowledge-sharing projects include videos; lessons learned databases, Human Exploration and Operations Mission Directorate's (HEOMD) Knowledge-Risk Based Dashboard, Johnson Space Center's (JSC) Search Work Group, and Marshall Space Flight Center's (MSFC) Distilling and Referee Process for Lessons Learned. The CKO is also extensively involved with the International Program/Project Management Committee (IPMC), APPEL's International Project Management Course, and the Young Professionals Workshop.

Together with the CKO, APPEL seeks to support the agency's technical workforce and continue enabling mission success at NASA.

2.0 Scope of Work

The scope of work for this contract includes APPEL's Curriculum Development (CD) and CKO's Support (CKO).

2.1 APPEL Support (CLIN 1 – Firm Fixed Price)

The contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the tasks below:

Career Development Support – The Academy’s training curriculum enables NASA’s technical workforce to develop NASA-specific expertise and capability in program/project management, engineering, and systems engineering. It is intended to supplement an individual’s academic and professional work experience. The curriculum draws extensively on best practices and the knowledge of NASA subject-matter experts to ensure that it addresses the needs of NASA’s practitioners. The courses are developed following established instructional design processes, and include rigorous annual audits and revisions and incorporation of participant feedback. The Academy’s [project management and systems engineering competency model](#) provide the basis for all course objectives. Courses are highly interactive, featuring case study analyses, group discussions, individual exercises and simulations. Increasingly, the Academy is making its course content available online through video modules and interactive publications. Under CLIN 1, the contractor shall perform the following task:

- 2.1.1 Provide management and oversight of all life-cycle activities for APPEL’s curriculum.
- 2.1.2 Develop new curriculum, including design, pilot offerings, and execution as directed by the COR.
- 2.1.3 Work with Subject Matter Experts, instructors, key stakeholders, and customers to continuously review existing courses to ensure they are current, accurate, relevant, and are consistent with the relevant NPR’s, 7120.5 and 7123.1.
- 2.1.4 Periodically attend courses to receive first-hand knowledge of the content and the instructor’s performance to determine their effectiveness as directed by the COR.
- 2.1.5 Submit data for the APPEL Weekly Status meeting in APPEL’s online collaboration tool (e.g., projects, activities taking place during the week and for the next week including, number of courses, participants, status, problems) and monthly OCE Program Reviews, and activities as directed by the Contracting Officer Representative (COR).
- 2.1.6 Attend and participate in stakeholder and curriculum development meetings.
- 2.1.7 Conduct annual market surveys regarding existing and new courses to ensure curriculum is up-to-date with latest technologies and consistent with best practices and the Agency mission at a reasonable and competitive cost.
- 2.1.8 Provide total course cost information (i.e., inclusive of all course cost and estimated travel) to the Training & Support Manager and Center points of contact and customers as requested.
- 2.1.9 Work with Logistics and Communications contractor to populate the Agency-wide Master Training Schedules. Coordinate availability of subcontractors with Training & Support contractor and Center representatives for delivery of courses. The Master Agency-wide Training Schedule is available at http://appel.nasa.gov/wp-content/uploads/sites/2/2015/02/log_ext_fy15mastercalendar20150128_v1-5.pdf. The Government will provide the following services to the contractor through another contractor: coordination of instructor availability for proposed classes, collection of evaluation forms and a summary report of the evaluations.

- 2.1.10 The contractor shall provide content for APPEL News Digest articles, outreach activities, presentations, case studies, and white papers to industry, professional, and other government organizations. Submit content through the APPEL Content Management Database (CMD) process managed by the Communications team to be posted to the APPEL Website as appropriate. APPEL News Digest can be found at <http://appel.nasa.gov/category/appel-news/>.
- 2.1.11 Maintain and keep current internal and external certifications and validations of the APPEL courses for graduate credit, such as American Council on Education (ACE), Project Management Institute (PMI), and International Association for Continuing Education & Training (IACET). Learn more about APPEL accreditations at <http://appel.nasa.gov/curriculum/accreditations-and-affiliations/>.
- 2.1.12 The contractor shall continuously ensure that the curriculum supports the current Technical Workforce Project Management & Systems Engineering Competency model and Development Framework. Further detail is available at <http://appel.nasa.gov/competency-model/> and <http://appel.nasa.gov/career-resources/development-framework/>.
- 2.1.13 APPEL produces an interactive digital course catalog which includes all APPEL offerings. The contractor shall work with the Logistics and Communications contractor to update, edit, and produce an on-line interactive digital APPEL Catalog. A copy of the APPEL Catalog is available for viewing at <http://appel.nasa.gov/courses/>.
- 2.1.14 APPEL continues to migrate coursework from traditional classroom or lecture venue to electronic/computer/web-based learning. The contractor shall:
- Research and evaluate eLearning technology and its applicability to the APPEL curriculum and suitability to translate an APPEL class into an eLearning platform.
 - Recommend a list of candidate classes in order of suitability for eLearning and demand for the class and provide implementation approaches.
 - Conduct a market survey of other eLearning Government, academia, and other capabilities that could be leveraged for the APPEL program. Implementation of eLearning into the APPEL program will be directed by the COR.
 - The contractor shall implement eLearning into the APPEL program as directed by the COR.
- 2.1.15 Respond to ad hoc data requests from the COR on contract activities.
- 2.1.16 Design, develop, and implement all APPEL assessments and ensure their validity and reliability (e.g., individual knowledge and proficiency assessments, training needs assessments, Kirkpatrick (Level 1-4) survey course assessments and root cause analyses, and program assessments). Provides program baseline and trend data on:
- The type, amount and nature of services provided to various populations (individuals, teams, Centers, Mission Directorates, etc.)
 - Improvements in individual and project team capabilities (linked to competency attainment and increases in proficiency)
- 2.1.17 Create evaluation plans and reports for Curriculum Development and specialized APPEL training programs as directed by the COR.
- 2.1.18 Design and customize evaluation approaches and instruments for all courses and activities (e.g. end-of-session and follow-up questionnaires and online participant surveys, pre and post participant tests and interviews, stakeholder and supervisor surveys and interviews).

- 2.1.19 Ensure that all APPEL products comply with requirements imposed by other Government and Industry organizations (e.g., OMB, GAO, FAI, PMI) and import best practices and standards related to competencies, capabilities, and certifications.
- 2.1.20 Competitively contract with hotel(s) to secure accommodations for participants, parking, classrooms, and breakout rooms as directed by the COR.
- 2.1.21 This contract will require frequent meetings, many on short notice, and close collaboration and communication with the APPEL Government personnel located at NASA Headquarters, 300 E Street Southwest, Washington D.C. 20546-0001.

2.2 APPEL Other Direct Costs (CLIN 2 – Cost No Fee)

Currently APPEL has a wide cadre of subcontracting firms that we have worked closely with to develop our project management, systems engineering and communications curriculum. The courses have NASA-centered topics and case studies and have been closely monitored and vetted by NASA subject matter experts. The contractor shall work closely with these subcontracting firms not only to update material but to ensure (through market surveys and internal evaluations) that NASA is getting the best value.

The contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the tasks below:

APPEL Courses – The Academy provides Core Courses and In-Depth Courses to the NASA Technical Workforce. A Core course provides fundamental knowledge for NASA's technical workforce. The completion of the core courses in a logical sequence is necessary to ensure that the appropriate level of knowledge is available for performance at a particular time in an individual's career and that later courses build on knowledge gained from earlier courses. The current Core courses can be found at <http://appel.nasa.gov/courses/>. The Academy also sponsors In-Depth courses in program/project management and systems engineering, communications and leadership, related to NASA's mission and vision, as well as other experiential learning activities. These courses are intended to provide supplemental development for achieving current and future job requirements and augment the knowledge and skills gained in the core curriculum. The current In-Depth courses can be found at <http://appel.nasa.gov/courses/>. APPEL courses involve subject matter in Program/Project Management and Systems Engineering. Under CLIN 2, the contractor shall perform the following task:

- 2.2.1 Provide consultants, specialized subcontractors, and courses to provide APPEL Core and In-Depth curriculum and associated travel in conjunction with the FY Agency-wide Master Schedule.
- 2.2.2 Arrange transportation for tours and special events as directed by the COR.
- 2.2.3 Pay appropriate membership fees and dues for external certifications for APPEL courses for graduate credit, such as American Council on Education (ACE), Project Management Institute (PMI) and International Association for Continuing Education & Training (IACET). Learn more about APPEL accreditations at <http://appel.nasa.gov/curriculum/accreditations-and-affiliations/>.
- 2.2.4 Provide audio-visual equipment, booklets, CD's, and group event photos as directed by the COR.

2.3 CKO Support (CLIN 3 – Firm Fixed Price)

The contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the tasks below:

CKO hosts numerous knowledge-sharing events throughout the year. They can be Master's Forums (three day events generally held 1-2 times a year), or Masters with Masters Events (2-3 hour events held approximately six times per year). More information on CKO knowledge-sharing events can be found at www.km.nasa.gov/cko-leadership. The contractor shall:

- 2.3.1 Recommend and provide topics, speakers (NASA and external), forum agenda, theme-related book, and location. The contractor shall obtain bios and abstracts from the speakers for inclusion in the event booklet.
- 2.3.2 Plan and execute Forums. The contractor shall develop cost proposals for all CKO events. This shall include, but not be limited to:
 - competitive quotes from qualified vendors;
 - sole source justifications;
 - market surveys;
 - presenter's labor and travel costs;
 - back-up data spreadsheets to include quotes from all vendors and the rationale for selectionThe contractor shall provide this information to the COR no later than 45 days prior to the event. Learn more about events at www.km.nasa.gov/knowledge-sharing/.
- 2.3.3 Prepare mailings (such as letters to Center Directors asking for nominations to Master's Forums, invitations and follow-up to participants).
- 2.3.4 Prepare all course material, including agendas, booklets, theme-related book, and CD's. Printing the booklet is provided by the Government through the Government Printing Office (GPO).
- 2.3.5 For Master's Forum make all arrangements for and provide a tour to a nearby NASA Center or local industry facility or other local location of interest, as directed by the COR.
- 2.3.6 Collect feedback on the event from all course participants using a Government approved evaluation form, and deliver the feedback to the COR.
- 2.3.7 Within 5 business days after the event, provide participant data to another APPEL contractor for data entry into the System for Administration, Training and Educational Resources for NASA (SATERN).
- 2.3.8 Collect lessons learned on the Knowledge Sharing events and conduct lessons learned meetings with the Government. The contractor shall maintain lessons learned records and shall implement lessons learned on subsequent events. For more information about lessons learned go to www.km.nasa.gov/knowledge-map/.
- 2.3.9 Assists the APPEL Director and Agency Chief Knowledge Officer in the development of relevant NASA Policy Directives 7120.6—Knowledge Policy on Programs and Projects, relevant policies and procedures, and assists with the organization and implementation of an effective Agency Knowledge Management Leadership Team, with designated center and mission directorate Chief Knowledge Officers appointed to serve in these capacities (www.km.nasa.gov/knowledge-network), and helps facilitate organizational meetings, workshops and reporting activities to effectively coordinate a cohesive Agency

Knowledge Management process. For more information on NPD 7120.6 go to <http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPD&c=7120&s=6>.

- 2.3.10 Works across the NASA center and mission directorate organizations, and within the APPEL business lines, to harmonize, leverage and integrate appropriate agency-level knowledge management activities, as directed by the NASA CKO. For more information about NASA KM activities go to www.km.nasa.gov/knowledge-map/.
- 2.3.11 Creates and maintains extensive database of knowledge learning contacts within NASA, and with relevant external organizations. Coordinates the development of an inventory of existing knowledge sharing databases, and leads the categorization of data for communication to NASA practitioners and stakeholders. For more information about KM databases go to www.km.nasa.gov/knowledge-map/.
- 2.3.12 Develops effective mechanisms to communicate knowledge sharing and best practices throughout the Agency on a periodic basis. Develops relevant Knowledge Management measures and metrics to assess value, and validate effective NASA knowledge management processes. Supports NASA Chief Knowledge Officer's outreach activities, communications and presentations. Identifies and implements appropriate knowledge sharing technology based tools and capabilities. Responsible for writing website content (www.km.nasa.gov).
- 2.3.13 Develop case studies and white papers to support CKO knowledge forms, management presentations, and outreach activities as directed by the CKO. Submit content through the APPEL Content Management Database (CMD) process managed by the Communications team to be posted to the CKO Website as appropriate.
- 2.3.14 Maintain relationships and collaborates with international partners to support meetings, forms and events. The contractor shall comply with all NASA Government regulations, policies and procedures for dealing with foreign nationals, governments and companies.
- 2.3.15 Work closely with Logistics and Communications contractors to enter appropriate attendee information in Satern (NASA's electronic training portal) and CVENT (APPEL's event management software) for each CKO event.

2.4 CKO Other Direct Costs (CLIN 4 – Cost No Fee)

The contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the tasks below:

- 2.4.1 Provide consultants and specialized subcontractors to support CKO activities and associated travel as directed by the COR.
- 2.4.2 Arrange transportation for tours and special events as directed by the COR.
- 2.4.3 Provide audio-visual equipment, booklets, CD's, and group event photos as directed by the COR.

NNK16545403R

**THE ACADEMY OF
PROGRAM/PROJECT & ENGINEERING
LEADERSHIP SUPPORT SERVICES
(APPELSS)**

Data Requirements List

Attachment J-02

| DATA REQUIREMENTS LIST | | | |
|--|---------|---|---------------|
| DRL Number: 01 | | Revision: BASE | |
| Project/System: The Academy of Program/Project & Engineering Leadership Support Services (APPELSS) | | | |
| Contract Number: TBD | | Preparation Date: 12/14/2015 | |
| Contractor: TBD | | Technical Approval: TBD | |
| Attachment Number: J-02 | | Exhibit Number: N/A | |
| ITEM | DRD NO. | TITLE | CHANGE STATUS |
| 1 | DRD 001 | Management and Control Plan for the Treatment and Access to Sensitive Information | |
| 2 | DRD 002 | Listing of Current Employees and Training Status Regarding Treatment of Sensitive Information | |
| 3 | DRD 003 | Records Management Program Plan | |
| 4 | DRD 004 | Records Management File Plan | |
| 5 | DRD 005 | Monthly Progress Reports | |
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INSTRUCTIONS FOR COMPLETING CONTRACT APPLICATION INFORMATION

- A. **LINE ITEM NO.** Sequentially number line items beginning with number 001.
- B. **LINE ITEM TITLE** - Enter the title of the data item, as shown in the Statement of Work (SOW), the RFP and/or as directed by the CTM.
- C. **OPR** (OFFICE OF PRIMARY RESPONSIBILITY) - Enter the organization designated to exercise technical and or administrative control over the data requirement. Use approved organizational code.
- D. **TYPE - Enter** "Type of Data" code as follows:
- | CODE | DESCRIPTION |
|------|---|
| 1 | Data requiring written approval by the procuring activity prior to implementation into the procurement or development program. |
| 2 | Data submitted to the procuring activity for review not later than three weeks prior to project implementation. Data shall be considered approved unless the contractor has been notified of disapproval prior to project implementation. |
| 3 | Data submitted to the procuring activity for coordination, surveillance, or information. |
| 4 | Data retained by the contractor to be made available to the procuring activity upon request. The contractor shall furnish a list to the procuring activity. |
| 5 | Data to be retained by the contractor and reviewed by NASA on request. |
- E. **INSPECT/ACCEPT** - Enter Inspection Acceptance code as follows:
- | CODE | INSPECTION | ACCEPTANCE | CODE | INSPECTION | ACCEPTANCE |
|------|-------------------|-------------------|------|----------------------------|------------------------|
| 1 | Source | Source | 4 | Certificate of Conformance | (Mandatory) |
| 2 | Destination (OPR) | Destination (OPR) | 5 | Certificate of Conformance | (Optional) |
| 3 | Source | Destination (OPR) | 6 | No Inspection Required | No Acceptance Required |
- F. **FREQ. OF SUBM.** - Enter the frequency of submission code as follows:
- | CODE | DESCRIPTION | CODE | DESCRIPTION | CODE | DESCRIPTION |
|------|------------------------------|------|---------------------------|---------------|----------------------|
| AD | AS DIRECTED | PC | PER CONTRACT | PV | PER VEHICLE |
| AN | ANNUAL | PD | PER FAILURE | QU | QUARTERLY |
| AR | AS REQUIRED | PE | PER EVENT | RD | AS RELEASED |
| BE | BIENNIAL | PF | PER FACILITY | RT | ONE TIME & REVISIONS |
| BM | BIMONTHLY (every two months) | PG | | PER PROGRAM | SA |
| | SEMI ANNUALLY | | | | |
| BW | BIWEEKLY (every two weeks) | PI | | PER EQUIPMENT | END ITEM |
| SM | SEMI MONTHLY | | | | |
| DA | DAILY | PJ | PER PROJECT | TY | THREE YEAR PERIOD |
| DD | DEFERRED DELIVERY | PL | PER LAUNCH FLIGHT MISSION | UR | UPON REQUEST |
| MO | MONTHLY | PS | PER SYSTEM | WK | WEEKLY |
| OT | ONE TIME | PT | PER TEST | | |
- G. **INITIAL SUBMITTAL** - Enter date of initial submittal as follows: Month, Day, Year. If calendar date is not scheduled, enter number of days preceding, or following, event to which the data requirement is related (e.g., 90 days prior to launch). Amplify in REMARKS, Item J, if necessary.
- H. **AS OF DATE** - For "Onetime Only" submittals, enter date by month/day/year. For recurring submittals, enter number coding (e.g., 30/10, 90/10, 15/5, etc.). The first digit(s) indicate the number of calendar days from the reporting period's (Block F) start to the data preparation cut off. The second digit(s), after the slash, indicate the number of calendar days from the cut off to the submittal date. Example: If Block F were "MO" and Block H were "30/10", the data would include the entire month and would be submitted within 10 days thereafter.
- J. **REMARKS:** Enter in this space:
- Minor exceptions to the DRD.
 - Stipulation of specific forms when multiple forms are authorized on the DRD.
 - The paragraph, page, etc., in an existing contract where the data requirement is specified. (This data may be removed at final approval.)
 - Additional submittal information, if necessary.
- K. **DISTRIBUTION** - Enter organizational symbol, number of copies, and type of copy code(s) (in parenthesis) required for each office. Type of copy codes are as follows:
- | CODE | DEFINITION | CODE | DEFINITION |
|------|--------------|------|--------------------------------------|
| A | Regular | C | Microfilm, Aperture Cards |
| B | Reproducible | D | Other, (Explain in remarks, Item J). |
- EXAMPLE ENTRIES:**
- IS-PRO-2 (1A) = One regular copy.
- IS-PRO-3 (5 A, 1B) = Five Regular copies, One Reproducible copy.
- Enter the total number of copies by type in the space provided

**INSTRUCTIONS FOR COMPLETING DATA
REQUIREMENT DESCRIPTION**

GENERAL - The Data Requirement Description (DRD) will be prepared to describe the content and provide preparation information for data required in support of NASA programs.

1. **TITLE** - Enter the title or type of document required. The first word of the title should be a principal noun which best established the basic concept of the data. Subsequent words should be appropriate modifiers.

Examples: Plan, Project Development (SIVB)
Specification, Test (GSE)
Report, Quarterly Progress
Proposal, Engineering change (ECP)

2. **NUMBER** - Enter the appropriate number assigned to the DRD. This number will identify the appropriate data category.
3. **USE** - Enter a synopsis of the use of the document, stating reason for the requirement.
4. **DATE** - Enter date of preparation.
5. **ORGANIZATION** - Identify the installation preparing the DRD.
6. **REFERENCES** - List applicable documents by number, (NASA Management Manual, Mil Specifications, Federal Standards, NASA Procurement Regulation, etc.) to which the preparing office (e.g., NASA installations, contractors, etc.) may refer for additional information concerning the data requirement.
7. **INTERRELATIONSHIP** - Enter all affected approved DRDs within the scope of the program when the DRD under preparation creates a significant impact or interface relationship with existing DRDs. Include a brief narrative of the impact or relationship created and a statement that the new DRD does not cause a conflict with other DRDs.
8. **PREPARATION INFORMATION** - Provide ample information for preparation of the data required by the data requirements description; include all necessary details of preparation to satisfy the originator's formal requirements.

| | | | | | | |
|--|---------------------|--------------------------------|-----------------------|---|-----------------------------|-------------|
| CONTRACT APPLICATION INFORMATION FOR DRL <u>NOHC</u> | | | | | A. ITEM NO. 1 | |
| B. LINE ITEM TITLE: Management and Control Plan for Treatment and Access to Sensitive Information | | | | | | |
| C. OPR. OP-OS | D. TYPE 2 | E. INSPECT/ ACCEPT 6 | F. FREQ. QU | G. INITIAL SUB. 45 days after award | H. AS OF DATE N/A | |
| J. REMARKS: The contractor shall submit type "D", electronic copies that are compatible with Microsoft Office software. | | | | | | |
| K. DISTRIBUTION OP-OS, Contracting Officer | | | | | | |
| | | | | | NO. | TYPE |
| | | | | | 1 | D |
| | | | | | | |
| | | | | | | |
| DATA REQUIREMENT DESCRIPTION | | | | | | |
| 1. TITLE Management and Control Plan for Treatment and Access to Sensitive Information | | | | 2. NUMBER 001 | | |
| 3. USE Document contractor's approach for compliance with NFS 1852.237-72 | | | | 4. DATE N/A | | |
| | | | | 5. ORGANIZATION OP-OS | | |
| 7. INTERRELATIONSHIP N/A | | | | 6. REFERENCES NFS 1852.237-72 | | |
| 8. PREPARATION INFORMATION The plan shall describe how the contractor will fully comply with the management and control of sensitive information as specified in NFS Clause 1852.237-72. The plan shall, as a minimum, devote a section to each of the seven requirements specified in Section (c) of the clause. Copies of revisions to the plan shall be promptly provided to the Contracting Officer. The contractor can reasonably expect that the Government will conduct a minimum of one annual audit of the contractor's compliance with the plan. | | | | | | |

| | | | | | | | |
|--|---------------------|--------------------------------|-----------------------|---|-------------------------------|-----------------|------------------|
| CONTRACT APPLICATION INFORMATION FOR DRL <u>NOHC</u> | | | | | A. ITEM NO. 2 | | |
| B. LINE ITEM TITLE: Listing of Current Employees and Training Status Regarding Treatment of Sensitive Information | | | | | | | |
| C. OPR. OP-OS | D. TYPE 3 | E. INSPECT/ ACCEPT 6 | F. FREQ. MO | G. INITIAL SUB. 30 days after award | H. AS OF DATE 30/10 | | |
| J. REMARKS: The contractor shall submit type "D", electronic copies that are compatible with Microsoft Office software. | | | | | | | |
| K. DISTRIBUTION OP-OS, Contracting Officer Contracting Officer Representative Resource Management Office | | | | | | | |
| | | | | | | NO. 3 | TYPE D |
| | | | | | | | |
| | | | | | | | |
| DATA REQUIREMENT DESCRIPTION | | | | | | | |
| 1. TITLE Listing of Current Employees and Training Status Regarding Treatment of Sensitive Information | | | | 2. NUMBER 002 | | | |
| 3. USE Provide identification of personnel at KSC and NASA Headquarters and document contractor's compliance with NFS 1852.237-72(c)(5) and (6) | | | | 4. DATE N/A | | | |
| | | | | 5. ORGANIZATION OP-OS | | | |
| 7. INTERRELATIONSHIP N/A | | | | 6. REFERENCES NFS 1852.237-72 | | | |
| 8. PREPARATION INFORMATION The report shall include a listing of all contractor employees located at JSC, KSC and NASA Headquarters with the following information: 1. Name 2. Position title 3. Office supported (full name and code) 4. Contact name and phone number for office supported (civil service employee) 5. Date of employee's written affirmation s/he has received the training required by NFS clause 1852.237-72 Contractor Form is acceptable. | | | | | | | |

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|--|--------------|-------------------------|-------------------------|--|----------------------|-----|------|
| CONTRACT APPLICATION INFORMATION FOR DRL NOHC | | | | | A. ITEM NO. 3 | | |
| B. LINE ITEM TITLE: Records Management Program Plan | | | | | | | |
| C. OPR. OP-OS | D. TYPE 2 | E. INSPECT/ ACCEPT 6 | F. FREQ. as required | G. INITIAL SUB. 60 days after award | H. AS OF DATE N/A | | |
| J. REMARKS: The contractor shall submit type "D", electronic copies that are compatible with Microsoft Office software. | | | | | | | |
| K. DISTRIBUTION KSC Records Manger OP-OS, Contracting Officer | | | | | | | |
| | | | | | | NO. | TYPE |
| | | | | | | 1 | D |
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| DATA REQUIREMENT DESCRIPTION | | | | | | | |
| 1. TITLE Records Management Program Plan | | | | 2. NUMBER 003 | | | |
| 3. USE To submit Records Management Program Plan in accordance with NPR 1441.1. | | | | 4. DATE N/A | | | |
| | | | | 5. ORGANIZATION OP-OS | | | |
| 7. INTERRELATIONSHIP N/A | | | | 6. REFERENCES KSC 52.245-97 | | | |
| 8. PREPARATION INFORMATION APPLICABLE DOCUMENTS: (a) 44 U.S.C. Chapters 29, 31, 33. (b) 44 U.S.C. 3501 et seq., Paperwork Reduction Act. (c) 36 CFR Parts 1220-1238. (d) 5 U.S.C. 552, The Freedom of Information Act as amended. (e) 5 U.S.C. 552a, The Privacy Act of 1974 as amended. (f) OMB Circular A-130, Management of Federal Information Resources. (g) OMB Circular A-123, Internal Control Systems. (h) Executive Order 12656, Assignment of Emergency Preparedness Responsibilities, Sections 201, 202, 1901, and 2001 (November 18, 1988), as amended. (i) FAR 52.227-14 Data Rights –General and FAR 52.227-16 Additional Data Requirements (j) NPD 1440.6 (As revised), NASA Records Management. (k) NPR 1441.1 (As revised), NASA Records Retention Schedule. (l) NPD 2190.1 (As revised), NASA Export Control Program. Center Specific (m) KNPR 1440.6 (As revised), KSC Records Management. | | | | | | | |

CONTENTS:

The Records Management Program Plan shall describe the implementation of a Records Management Program in accordance with the compliance requirements above. The Plan shall meet the requirements in FAR 52.227.14 and 52.227.16. The Records Management Program Plan shall provide sufficient detail to demonstrate an understanding of the compliance requirements, to include the following areas:

I. Program Management

- a. Program authorization and organization
- b. Guidance and training
- c. Internal Evaluations
- d. Procedures and Processes

II. Records Creation/Recordkeeping Requirements

- a. Creation of records/adequacy of documentation
- b. Contractor Records

III. Records Maintenance

- a. Paper-based Records
- b. Electronic Records
- c. Legacy Records

IV. Maintenance of Special Records

- a. Audiovisual Records
- b. Cartographic and Architectural Records
- c. Micrographic Records

V. Records Disposition

- a. Records Deposition Schedule Implementation

VI. Vital Records

| | | | | | | | |
|---|---------------------|--------------------------------|-----------------------|--|--------------------------------|------------|-------------|
| CONTRACT APPLICATION INFORMATION FOR DRL NOHC | | | | | A. ITEM NO. 4 | | |
| B. LINE ITEM TITLE: Records Management File Plan | | | | | | | |
| C. OPR. OP-OS | D. TYPE 2 | E. INSPECT/ ACCEPT 6 | F. FREQ. AN | G. INITIAL SUB. 120 days after award | H. AS OF DATE 365/15 | | |
| J. REMARKS: The contractor shall submit type "D", electronic copies that are compatible with Microsoft Office software. | | | | | | | |
| K. DISTRIBUTION KSC Records Manger OP-OS, Contracting Officer | | | | | | | |
| | | | | | | NO. | TYPE |
| | | | | | | 1 | D |
| | | | | | | | |
| | | | | | | | |
| DATA REQUIREMENT DESCRIPTION | | | | | | | |
| 1. TITLE Records Management File Plan | | | | 2. NUMBER 004 | | | |
| 3. USE To submit Records Management File Plan in accordance with NPR 1441.1. | | | | 4. DATE N/A | | | |
| | | | | 5. ORGANIZATION OP-OS | | | |
| 7. INTERRELATIONSHIP N/A | | | | 6. REFERENCES KSC 52.245-97 | | | |
| 8. PREPARATION INFORMATION APPLICABLE DOCUMENTS: a. NPJ 1440.6 (As revised), NASA Records Management. b. NPR 1441 (As revised), NASA Retention Schedule. c. KNPR 1440.6 (As revised), KSC Records Management. d. NPJ 2190.1 (As revised), NASA Export Control Program. CONTENTS: The file plan shall include at a minimum, the following data: a. Agency Filing Scheme (AFS) #: In accordance with (IAW) NPR 1441.1. b. Record Title: Record Series description, a description of the record and its function. c. Office of Record: Office responsible for retiring the record at end of lifecycle. d. Location: Physical or virtual location of records. e. Retention/Disposition: The period of time the record shall be kept, and how it is treated at the end of its active lifecycle f. Permanent vs. Temporary: Designation of permanent status or temporary status of records including marking records that are ITAR controlled sensitive. g. Vital Status: Records identified as necessary for continuing operations immediately following an emergency. h. Volume: Amount of records (listed in cubic feet, megabyte, gigabyte, etc.) | | | | | | | |

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|---|---------------------|--------------------------------|-----------------------|---|-------------------------------|-------------|
| CONTRACT APPLICATION INFORMATION FOR DRL <u>NOHC</u> | | | | | A. ITEM NO. 5 | |
| B. LINE ITEM TITLE: Monthly Progress Reports | | | | | | |
| C. OPR. OP-OS | D. TYPE 3 | E. INSPECT/ ACCEPT 6 | F. FREQ. MO | G. INITIAL SUB. 45 days after award | H. AS OF DATE 30/10 | |
| J. REMARKS: The contractor shall submit type "D", electronic copies that are compatible with Microsoft Office software. | | | | | | |
| K. DISTRIBUTION OP-OS, Contracting Officer | | | | | | |
| | | | | | NO. | TYPE |
| | | | | | 1 | D |
| | | | | | | |
| | | | | | | |
| DATA REQUIREMENT DESCRIPTION | | | | | | |
| 1. TITLE Monthly Progress Reports | | | | 2. NUMBER 005 | | |
| 3. USE To provide insight into status of all activities under contract. | | | | 4. DATE N/A | | |
| | | | | 5. ORGANIZATION OP-OS | | |
| 7. INTERRELATIONSHIP N/A | | | | 6. REFERENCES N/A | | |
| 8. PREPARATION INFORMATION The Contractor shall submit a progress report for all work accomplished during each month of contract performance. These report shall include: 1. A narrative summary of all activities accomplished and a description of the progress to date, noting all technical areas in which effort is being directed and indicating the status of work within these areas; 2. Program Enhancement/Improvement Support suggestions and recommendations in accordance with the SOW; 3. A statement of current and potential problem areas and proposed corrective action; 4. A discussion of work to be performed during the next report period; and, 5. A monthly financial report, for CLIN 002 and CLIN 004, that includes a breakout of items and all costs associated with each item. Contractor Form is acceptable. | | | | | | |

NNK16545403R

**THE ACADEMY OF
PROGRAM/PROJECT & ENGINEERING
LEADERSHIP SUPPORT SERVICES
(APPELSS)**

Wage Determination

Attachment J-03

(To be provided by Contractor)